

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

M2 CONSULTING, INC.

Plaintiff,

v.

C.A. No. 03-12589-GAO

MRO SOFTWARE, INC.

Defendant.

**NOTICE OF DEPOSITION OF  
PLAINTIFF M2 CONSULTING, INC.**

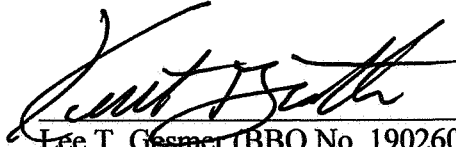
To: Mark Resnick, Esq.  
Fee, Rosse & Lanz, P.C.  
321 Boston Post Road  
Sudbury, MA 01776

**PLEASE TAKE NOTICE** that, pursuant to **Fed. R. Civ. P. 30 (b)(6)**, counsel for Defendant MRO Software, Inc., will take the deposition upon oral examination of plaintiff M2 Consulting, Inc., by the person or persons most knowledgeable with respect to the matters set forth in Schedule A hereof, on **September 28, 2005 at 10:00 a.m.**, at the offices of Gesmer Updegrove LLP, 40 Broad Street, Boston, MA 02109, before an officer authorized by law to administer oaths. The deposition will continue from day to day thereafter until completed.

You are invited to attend.

MRO SOFTWARE, INC.,

By its attorneys,

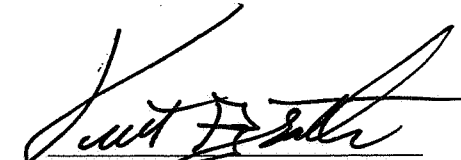


Lee T. Gesmer (BBO No. 190260)  
Joseph J. Laferrera (BBO No. 564572)  
Kurt Bratten (BBO No. 644730)  
Gesmer Updegrove LLP  
40 Broad Street  
Boston, MA 02109  
(617) 350-6800

Dated: September 7, 2005

**Certificate of Service**

I hereby certify that on the 7<sup>th</sup> day of September 2005 a true copy of the foregoing document was served by facsimile and first class mail upon Mark Resnick, Esq., Fee, Rosse & Lanz, P.C., 321 Boston Post Road, Sudbury, MA 01776, attorney for plaintiff M2 Consulting, Inc.

  
Kurt E. Bratten

## **SCHEDULE A**

### **Definitions**

1. As used herein, the terms "M2" means plaintiff M2 Consulting, Inc., and its officers, directors, employees, agents, attorneys, representatives, partners, subsidiaries, affiliates, groups, divisions, related companies, and any other person acting on its behalf or under its control.
2. As used herein, "MRO" means defendant MRO Software, Inc., its officers, directors, employees, agents, attorneys, representatives, partners, subsidiaries, affiliates, groups, divisions, related companies, and any other person acting on its behalf.
3. As used herein, "Action" shall mean the instant action, *M2 Consulting, Inc. v. MRO Software, Inc.*, Civil Action No. 03-12589-GAO.
4. As used herein, "Confidential Information" shall mean M2's commercially valuable trade secrets, confidential and proprietary information, including but not limited to its scientific, technical, and any other information about its business.

### **Subject Matters**

1. The manner in which M2 protects or safeguard its Confidential Information from disclosure to persons or entities outside of M2, including but not limited to all measures, procedures or practices used by M2 to maintain the confidentiality of its Confidential Information.
2. The substance and identity of M2's Confidential Information.
3. The identity of all documents which contain or show M2's Confidential Information, including any documents showing that M2 shared its Confidential Information with MRO.

4. M2's sharing or communication of its Confidential Information to MRO.
5. MRO's agreement to maintain the confidentiality of M2's Confidential Information.